

# MG01

## Particulars of a mortgage or charge

205329/39



### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



### What this form is for

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



### What this form is NOT

You cannot use this form to  
register particulars of a charge for  
a company. To do this, please use  
form MG01s

TUESDAY



A07 22/05/2012 #277  
COMPANIES HOUSE

1

### Company details

Company number 06606684

Company name in full HARJEN LIMITED

4

For official use

→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation 11/05/2012

3

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description DEBENTURE

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 7.10  
The Borrower shall on demand pay to the Lender and  
discharge the Secured Liabilities when they become  
due

### Continuation page

Please use a continuation page if  
you need to enter more details

**MG01**

## Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name

Reward Capital LLP

Address

17-19 York Place

Leeds

Postcode

L S 1 2 X E

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

- 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee
- 1 1 charges to the Lender, by way of first legal mortgage, all the Properties listed in Schedule 2 of the Debenture,
- 1.2 charges to the Lender, by way of first fixed charge
- 1.2.1 all Properties acquired by the Borrower in the future;
- 1 2 2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 1 in or over freehold or leasehold property;
- 1 2 3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
- 1.2.4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,
- 1 2 5 all present and future goodwill and uncalled capital for the time being of the Borrower;
- 1.2.6 all Equipment;
- 1.2 7 all the Intellectual Property;
- 1 2 8 all the Book Debts,
- 1.2.9 all the Investments, and
- 1.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).
- 1 3 Assigns to the Lender, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment),
- 1.4 Assigns to the Lender, by way of first fixed charge, to the extent the same are assignable the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements; and

**SEE CONTINUATION SHEET**

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1.5 Charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to this clause 1 (including without limitation any immovable property of the Borrower in Scotland and any Charged Property of the Borrower that is situated in Scotland at any time that is not effectively mortgaged, charged or assigned pursuant to this clause 1)</p> <p><b>Leasehold Security Restrictions</b></p> <p>2 The charges created by clause 1 shall not apply to Excluded Property so long as any relevant consent or waiver of prohibition has not been obtained, but for each Excluded Property, the Borrower undertakes to:</p> <p>2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of the Debenture and, to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;</p> <p>2.2 keep the Lender informed of its progress in obtaining such consent or waiver, and</p> <p>2.3 immediately on receipt of such consent or waiver, provide the Lender with a copy.</p> <p>2.4 Immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under this clause 2 If required by the Lender at any time following receipt of that waiver or consent, the Borrower shall execute a valid fixed charge in such form as the Lender requires</p> <p><b>Negative Pledge and Disposal Restrictions</b></p> <p>3 The Borrower shall not at any time, except with the prior written consent of the Lender.</p> <p>3.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than by the Debenture, or</p> <p>3.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or</p> <p>3.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.</p> <p><b>Preservation of Charged Property</b></p> <p>4. The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lenders or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Debenture</p>	

## MG01 - continuation page

Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Further Assurance

- 5 The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lenders, in their absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in their absolute discretion for perfecting, protecting or facilitating the realisation of their security over the Charged Property

**HARJEN LIMITED**  
**(company no: 06606684)**  
**(the "Borrower")**

**DEFINITIONS**

In this Form MG01 the following words shall have the following meanings:

<b>Assigned Agreements</b>	the agreements referred to in Schedule 1 of the Debenture (none are currently referred to);
<b>Book Debts</b>	all present and future book debts and other debts and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them;
<b>Business Day</b>	a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market,
<b>Charged Property</b>	all the assets, property and undertaking for the time being subject to the security interest created by the Debenture (and references to the charged property include references to any part of it),
<b>Debenture</b>	the debenture dated on or around the date of this form MG01 between the Borrower and the Lender for the provision of security to the Lender for the loan facilities made available to it under the Facility Agreement,
<b>Designated Account</b>	any account nominated by the Lender as a designated account for the purposes of the Debenture;
<b>Encumbrance</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,
<b>Equipment</b>	all present and future equipment, plant machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned

by the Borrower, including any part of it and/or spare parts, replacements, modifications and additions;

**Excluded Properties**

any leasehold property held by the Borrower under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party) the Borrower from creating any charge over its leasehold interest in that property,

**Facility Agreement**

the facility dated on or around the date of this form MG01 between the Borrower and the Lender for the provision of the loan facilities secured by the Debenture,

**Intellectual Property**

the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

**Investments**

all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owed (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time;

**Lender**

Reward Capital LLP incorporated and registered in England and Wales with company number OC368118 whose registered office is at 17-19 York Place, Leeds, LS1 2EX,

**Properties**

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest (including (but not limited to) the properties which are briefly described in Schedule 2 of the Debenture) and **Property** means any of them, and

**Secured Liabilities**

all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or

contingent and whether owed jointly or severally as principal or surety and/or in any other capacity whatsoever, under or in connection with any agreement between the Borrower and Lender together with all interest on such monies and liabilities

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance  
or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature  
X *Clarion Solicitors Limited* X

This form must be signed by a person with an interest in the registration of the charge



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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jonathan Simms (Ref 35129/19)

Company name Clarion Solicitors Limited

Address Britannia Chambers

4 Oxford Place

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 3 A X

Country

DX 26427 Leeds Park Square

Telephone 0113 246 0622



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 6606684  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 MAY 2012  
AND CREATED BY HARJEN LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
REWARD CAPITAL LLP ON ANY ACCOUNT WHATSOEVER  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 22 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MAY 2012

*J*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES